

**EXHIBIT F**

8/16/2022

VIA EMAIL

Shawn Knash  
shawn@portagefbbc.com

RE: **Demand to Cease and Desist from Planned Opening of Competitive Business in Connection with Your Fit Body Boot Camp, Inc. Franchise Agreement**

Dear Shawn,

I am writing to you because you recently communicated to FBBC (a) your intention not to renew the franchise agreement (the "Franchise Agreement") that you (the "Franchisee") entered into with FBBC on or around September 25, 2015, pursuant to which you obtained the right and undertook the obligation to operate a Fit Body Boot Camp franchised business (the "Franchised Business"), and (b) your imminent intention to open and operate a competing business at the same location as your current FBBC Franchised Business, namely, at 7067 S Westnedge Ave., Portage, MI 49002 (the "Premises").

The purpose of this letter is to:

- (a) notify you that any opening (or contemplated opening) of a competing business at the Premises within one (1) year of the termination or expiration of your signed Franchise Agreement is strictly prohibited under Section 11.2 of said Franchise Agreement and would constitute a material breach of the Franchise Agreement; and
- (b) demand that you strictly comply with the terms of the post-termination non-competition covenant in the Franchise Agreement and immediately cease all plans, preparations, and/or other activities in furtherance of operating a competing business at the Premises so as to avoid further legal action by my client.

**Franchise Agreement Non-Competition Provision**

As you are aware, pursuant to Section 11.2 of the Franchise Agreement, Franchisee is required to abide by certain agreed-upon Post-Termination Non-Competition Covenants following the termination or expiration without renewal of the Franchise Agreement. Specifically, Section 11.2 of the Franchise Agreement states:

"For a period of one year after termination of this Agreement or its expiration without renewal pursuant to section 5.2 of this Agreement, you agree that neither you nor any Principal Equity Owner may (either directly or indirectly, for yourself or themselves, or through, on behalf of, or in conjunction with, any person, persons, partnership, corporation or other entity) operate, manage, own, assist or hold an interest in (direct or indirect as an employee, officer, director, shareowner, partner or otherwise), or engage in, any competing business selling goods or offering services equivalent to Fit Body Boot Camp Services and Products or the Franchised Business, within a radius of 25 miles of your Territory or any other authorized retail location selling Fit Body Boot Camp Services and Products, without our express prior written consent. In all events, at all times following termination or expiration of this Agreement, you must refrain from any use, direct or indirect, of any of our proprietary information."

**Be advised that the operation of a directly competitive business at the Premises of the Franchised Business constitutes a material breach of the Franchise Agreement and constitutes breach of contract in violation of federal and state law.**

Accordingly, please accept this correspondence as our formal demand that you strictly comply with the post-termination non-competition covenant in the Franchise Agreement and cease any and all plans, preparations, or other actions in furtherance of opening a competing business at the Premises of the Franchised Business.

**If you fail to comply with the foregoing demands, our client is prepared to take all necessary actions protect its rights and to enforce your obligations under the Franchise Agreement and applicable law, including but not limited to, filing a preliminary injunction to enjoin the opening of the competing business and/or filing a breach of contract action against you.**

Reservation of Rights

This Notice is not intended to be, and should not be construed as, a waiver of FBBC's rights under the Franchise Agreement and applicable law for this or any other violation, which rights are expressly reserved. No representative of FBBC is authorized to withdraw this Notice other than through a written agreement signed by me. Due to the serious nature of this matter, I suggest you give it your immediate attention.

Very truly yours,

**FIT BODY BOOT CAMP, INC.**

A handwritten signature in black ink, appearing to read 'Brittany Carter', is centered below the company name.

**By:** Executive Director, Brittany Carter



Portage Fit Body Boot Camp

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👏👏 Look at you go Alicia! Way to crush your 700th visit at Portage Fit Body! 🔥💪😄👏☆☆☆☆  
☆☆☆☆ #portagefbbc700club #700visitsstronger #itsalwaysaparty  
#yourhealthisyourwealth #portagefbbcwithgblbcforkids #unstoppable





**Portage Fit Body Boot Camp**

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🎉👏 Today we celebrate you Kerry and your 200th visit to Portage Fit Body! 🌟🔥🎊🍷🌟🌟  
#portagefbbc200club #200visitsstronger #itsalwaysaparty #yourhealthisyourwealth  
#portagefbbcwithglbcforkids #unstoppable

